OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT

DIVISION ONE

COREL CORPORATION,	)	No. ED109259
	)	
Appellant,	)	Appeal from the Circuit Court of
	)	St. Louis County
vs.	)	
	)	Honorable Joseph S. Dueker
FERRELLGAS PARTNERS, L.P.,	)	
	)	
Respondent.	)	Filed: October 5, 2021

Corel Corporation ("Corel") appeals the circuit court's judgment granting Ferrellgas Partners, L.P.'s ("Ferrellgas") motion to dismiss. Corel brings four points on appeal. First, Corel argues that the trial court erred in dismissing its petition for lack of subject matter jurisdiction. Second, Corel argues that the trial court erred in holding that it did not have personal jurisdiction over Ferrellgas. Third, Corel argues that the circuit court erred in holding that the claims in Corel's First Amended Petition were precluded under the doctrines of collateral estoppel and res judicata. Finally, Corel argues that the circuit court erred in holding that Corel could not waive its unilateral outbound forum selection clause.

AFFIRMED.

DIVISION ONE HOLDS: First, a forum selection clause, like any provision in a contract, can only be waived if it only affects the rights of that one party. Second, a forum selection clause is not unfair and unreasonable because the agreement was not negotiated. It must be adhesive, and the lack of negotiations alone does not indicate adhesiveness (especially when the party opposing the clause drafted the contract). It is also not unfair and unreasonable simply because the party opposing enforcement has pled that the witnesses are not in Missouri; the actions occurred, at least in part, in Missouri; and the party seeking to enforce the clause is not prejudiced by trial in Missouri. Forum selection clauses are *prima facie* valid, and the party opposing enforcement has the burden to show that it "would be so gravely difficult and burdensome that [it] would be deprived of [its] day in court." Finally, forum selection clauses apply to non-contract claims when "resolution of the claims relates to interpretation of a contract." When the claims require an analysis of what conduct the agreement permits and prohibits, the forum selection clause applies.

Opinion by: Kelly C. Broniec, J.
Sherri B. Sullivan, C.J. and Kurt S. Odenwald, J. concur.

Attorney for Appellant: Randall E. Gusdorf

Attorney for Respondent: Bryan E. Mouber and Robert F. Chandler

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.